



पंजाब नैशानल बैंक
punjab national bank

**ZONAL OFFICE, UNITED TOWER, 11, HEMANTA BASU SARANI, B.B.D. BAGH,
KOLKATA, 700001**

TENDER DOCUMENT

(PART A & B)

For

**SERVICE PROVIDERS FOR FIREMEN AND ANNUAL
MAINTENANCE & OPERATION OF FIRE FIGHTING
EQUIPMENT AT PNB UNITED TOWER, 11, HEMANTA BASU
SARANI, B.B.D. BAGH, KOLKATA, 700001**

CLIENT

PUNJAB NATIONAL BANK,

**ZONAL OFFICE KOLKATA,
PNB UNITED TOWER,
11, HEMANTA BASU SARANI,
B.B.D. BAGH,
KOLKATA, 700001**

Contact Person:

Vijay Kumar
Sr. Manager (Fire Safety)
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SERVICE PROVIDERS FOR FIREMEN AND ANNUAL MAINTENANCE & OPERATION OF FIRE FIGHTING EQUIPMENT AT PNB UNITED TOWER, 11, HEMANTA BASU SARANI, B.B.D. BAGH, KOLKATA, 700001.

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1. INTRODUCTION

Punjab National Bank (PNB) (The Bank) a Public Sector Bank, constituted under the Banking Companies (Acquisition & Transfer of Undertaking) Act 1970, commenced its operations on April 12, 1895 to undertake Banking activities. The Bank enjoys strong fundamentals, large franchise value and good brand image.

2. DISCLAIMER

The information contained in this tender document or subsequently provided to Bidder/s, whether verbally or in documentary form by or on behalf of the Punjab National Bank or any of their representatives, employees or advisors (collectively referred to as — Bank Representatives), is provided to Bidder(s) on the terms and conditions set out in this tender Document and any other terms and conditions subject to which such information is provided. This document shall not be transferred, reproduced or otherwise used for purpose other than for which it is specifically issued.

This tender document is not an agreement and is not an offer or invitation by the Bank Representatives to any party other than the entities who are qualified to submit their Proposal (Bidders). The purpose of this tender Document is to provide the Bidder with information to assist the formulation of their Proposal. This tender Document does not purport to contain all the information each Bidder may require. This tender Document may not be appropriate for all persons, and it is not possible for the Bank Representatives, their employees or advisors to consider the investment objectives, financial situation and particular needs of each party who reads or uses this tender Document.

The Bank, its employees and advisors make no representation or warranty and shall have no liability to any person, including any Applicant or Bidder under any law, statute, rules or regulations or tort, principles of restitution or unjust enrichment or otherwise for any loss, damages, cost or expense which may arise from or be incurred or suffered on account of anything contained in this tender or otherwise, including the accuracy, adequacy, correctness, completeness or reliability of the tender and any assessment, assumption, statement or information contained therein or deemed to form or arising in any way for participation in this bidding process. The Bank also accepts no liability of any nature whether resulting from negligence or otherwise, howsoever caused arising from reliance of any Bidder upon the statements contained in this tender.

The Bidder is expected to examine all instructions, forms, terms and specifications in the bidding Document. Failure to furnish all information required by the bidding Document or to submit a Bid not substantially responsive to the bidding Document in all respect will be at the Bidder's risk and may result in rejection of the Bid.

The Bank Representatives may in their absolute discretion, but without being under any obligation to do so, update, amend or supplement the information in this tender Document.

3. **ADDENDA/CORRIGENDUM**

Bank may issue an Addenda/ Addendum from time to time and at any time prior to the Closing Date. An Addendum/Corrigendum may be issued to clarify the tender document or to effect modifications to the tender document, including the Scope of Work and SLAs. Each Addendum / Corrigendum upon issue will form part of this tender document.

To the extent there is any inconsistency between an Addendum/Corrigendum and this tender document, the Addendum/Corrigendum will prevail and if between two or more Addenda/Corrigendum, the last issued Addendum/Corrigendum will prevail.

Note: Very Important: All Interested eligible Bidders are advised to physically visit/ survey the site before submission of the bids.

4. **BID DETAILS**

	Tender Reference	NIT /ZO/SEC/AMC/FSS/1/2021-22
	Tender Release Date	02.11.2021 from 1000 Hrs to 02.11.2021, 11:00 hr.
	Date of commencement of Tender download	02.11.2021 from 1101 Hrs To 16.11.2021 up to 1600 Hrs
	Last date and time of acceptance of queries	09.11.2021 till 1700 Hrs
	Last date and time for downloading tender	16.11.2021 up to 1600 Hrs
	Bid preparation and Hash Submission	02.11.2021 from 1101 Hrs To 16.11.2021 up to 1600 Hrs
	Close for Technical and Commercial Bid	16.11.2021 from 1601 hrs to 1700 hrs
	Last Date for Bid Submission and re-encryption	16.11.2021 from 1701 hrs 17.11.2021 till 1400 hrs
	Tender Fee& EMD, Technical Bid opening	17.11.2021 from 1401 hrs 17.11.2021 till 1500 hrs
	Evaluation of technical bid	17.11.2021 from 15:01 hrs to 24.11.2021,14:00 hr.
	Commercial bid opening	24.11.2021 from 14:01 hrs to 29.11.202116:00 hrs
	Evaluation of commercial bid	29.11.202116:00 hrs to 30.11.2021,12:00 hrs
	Uploading MOM	30.11.2021 from 12:01 hrs to 02.12.202115:00 hrs
	Tender award	02.12.2021, 15:01 hrs to 10.12.2021 18:00 hrs
	Cost of Tender Document	Rs. 3,540/- (non-refundable i/c GST @18%) in the form of Demand Draft Punjab National Bank payable at Kolkata.

	EMD	BID SECURING DECLARATION FORM-D
	Performance Security Deposit	10% of Award Value in form of BG/ non-interest bearing FD
	Estimated Cost of Project	Rs. 4100000/- (Inclusive of all overheads and taxes)
	Validity of the tender	90 days from the date of opening of commercial bid
	Duration of the contract	12 months
	Acceptance of letter	7 days from date of award of work
	Date of start of work	Within 10 days from issue of work award letter
	Place of opening of Bids	Chief Manager, Security/ GAD, Punjab National Bank, Zonal Office Security Department 4 th floor PNB United Tower, 11, Hemanta Basu Sarani, B.B.D. Bagh, Kolkata, 700001
	Contact Person	Vijay Kumar Sr. Manager (Fire Safety) Zonal Office Security Department 4 th floor PNB United Tower, 11, Hemanta Basu Sarani, B.B.D. Bagh, Kolkata, 700001 M-8130249345 e-mail zokolsec@pnb.co.in

Bank will be following the e-procurement process. The complete details of the requirements for participation in the e-procurement process of the Bank are available on the website <https://etender.pnbnet.in> which may be referred for details & clarification. It is mandatory for the bidder to get itself registered on Bank's website for submission of online bids.

Note: - Technical bids will be opened in the presence of bidders who choose to attend as above. The above schedule is subject to change. Notice of any changes will be published on Bank's website (www.pnbindia.in&<https://etender.pnbnet.in>) whenever feasible. Further, please note that commercial bid opening date and time will be intimated to the technically qualified bidders at a later date.

5. NOTICE INVITING TENDER

1. Online tenders are invited on behalf of Punjab National Bank from experienced contractors, reputed firms (proprietary/partnership/LLP) or a company/ registered in India under Companies Act, who fulfil the eligibility criteria mentioned in the tender documents for **Service Providers of Firemen and Annual Maintenance, Operation of Fire Fighting Equipment at PNB United Tower, 11, Hemanta Basu Sarani, B.B.D. Bagh, Kolkata, 700001** against Payment of Rs. 3,540/- (non-refundable towards cost of tender and i/c GST @ 18%) and Earnest Money Deposit (EMD) shall be in the form BID SECURING DECLARATION FORM-D. **MSME bidders are exempt from submitting EMD in accordance with Govt. of India guidelines on the subject. However, such bidders must submit proof of being registered as MSME with Govt of India. Such registration must have been obtained prior to floating of RFP i.e** Where EMD is not enclosed attested copy (by owner/ proprietor/ Director/Partner/ authorized signatory) of the Registration document by the bidder indicating Registration as MSME must be enclosed. In case of signature by authorized signatory, Board Resolution indicating authorization of such person must be enclosed. EMD will be refunded to unsuccessful bidders on completion of tender process. The bid is invited in two envelope system containing (1) Technical Bid and tender cost fees and EMD- BID SECURING DECLARATION FORM-D (2) Commercial bid. Tender purchase fee of **Rs. 3,540/-** (non-refundable towards cost of tender and i/c GST @ 18%) is to be submitted in form of demand draft in a separate envelope along with technical bid. **Commercial bid shall be submitted online.**
2. The Bidders intending to participate in this tender are required to get enrolled on the Bank's website i.e. <https://etender.pnbnet.in> Enrolment on the above mentioned website is mandatory.
3. As the bids of the Bidders have to be digitally signed by the Electronic/Digital Signature of the respective Bidder before submitting the bids online, the bidders are advised to obtain Electronic/Digital Signature Certificates in order to bid for the tender.
4. The Tender Documents containing detailed terms & conditions can be downloaded online directly from the portal <https://etender.pnbnet.in> (or pnbindia.in) as per tender schedule attached and shall be submitted online.
5. All the bidders are required to submit Demand Draft in favour of Punjab National Bank, Kolkata of Rs. 3,540/- towards the cost of tender document and Earnest Money Deposit (EMD) shall be in the form BID SECURING DECLARATION FORM-D by 10.11.2021 till 1200 Hrs, failing which, the bids shall be summarily rejected.
6. Bidders may submit their queries regarding any technical clarification before **09.11.2021** up to 1700 Hrs. No queries shall be entertained after last date fixed for acceptance of queries.
7. Standardized documents may be downloaded from the "Corrigendum / Addendums" section of the above mentioned portal up to 1600 Hrs on **16.11.2021** after clarification on queries. No deviation on the above will be entertained by the Bank there after.

8. Based on the clarification of conditions by the Bank, the intending bidder will submit their unconditional acceptance on the prescribed format along with tender document.
 9. The bidders need to upload the Technical bids online also at the website <https://etender.pnbnet.in/login>. In case of variation between the soft copy and hard copy of the bids received, hard copy shall be taken as final. In case any of the documents (Tender fees, EMD/MSME Regn letter) are not found, the Technical bid (Envelope B) shall not be opened and the bid shall be rejected as ineligible
 10. Price bid of only those bidders shall be opened who bring their tender in line with requirements of tender documents and are acceptable to the Bank and the bidder who do not submit the tender fee in the form of Bank draft, their tenders will be summarily rejected.
 11. First tender FEE & EMD Envelope will be opened, and if the hard copy of the same is received on time i.e. up to 1500 Hrs on 16.11.2021 only then technical bid will be opened online. Hard copy i.e. the Demand Draft in favour of Punjab National Bank, Kolkata for an amount of Rs. 3,540/- towards tender fee and Earnest Money Deposit (EMD) shall be in the form BID SECURING DECLARATION FORM-D are to be submitted physically by the bidder in the office of the Chief Manager, (Security/GAD), Zonal Office, Punjab National Bank, 4th floor, PNB United Tower, 11, Hemanta Basu Sarani, B.B.D. Bagh, Kolkata, 700001 on or before 1500 Hrs on 16.11.2021.
 12. The price bid of technically eligible bidder who meets the eligibility criteria stipulated in tender documents will be opened online in the presence of participated or representatives of participated bidders as per the schedule attached. Date for opening of commercial bids will be intimated later.
 13. The Tenders shall be valid for a period of not less than 90 days after the date of opening of price bid/commercial bid online.
 14. All disputes arising out of or in connection with this agreement shall deem to have arisen in Kolkata and only the courts of Kolkata shall have the jurisdiction to determine the same.
 - Last date for downloading the tender document (as per tender schedule).
 - Last date for Bid Preparation and Hash Submission (as per tender schedule).
 - Last date for submission of bids on line and re-encryption (as per tender schedule).
- Please note that bid preparation and hash submission and bid submission are compulsory activities, failing which bidder will not be able to submit the bids online.
15. For any further information/Queries please contact Vijay Kumar Sr. Manager (Fire Safety) Zonal Office Security Department 4th floor PNB United Tower, 11, Hemanta Basu Sarani, B.B.D. Bagh, Kolkata, 700001, Mob: 8130249345, e-mail: zokolsec@pnb.co.in
 16. The Bank reserves the right to accept/reject any or all the offers submitted in response to this advertisement without assigning any reason whatsoever.

17. The Bank will not be bound to accept the lowest tender and reserves the right to accept or reject any or all the tenders without assigning any reasons whatsoever.
18. Please note that, on tendering procedure through the electronic tendering system refer to the Instructions for Using the Electronic Tendering System document available along with the tender documents on <https://etender.pnbnet.in>.
19. **Commercial bid shall be submitted online only.** The Bank shall resort to E-Tendering for competitive bidding. For this, the bidders need to register at <https://etender.pnbnet.in/login>. **No physical copy of commercial bid (price bid) shall be submitted by bidder along with tender documents.** If any commercial bid or financial rates are included in the bid documents by any bidder, that bidder shall stand disqualified from the bid process

CHIEF MANAGER

6. **ELIGIBILITY CRITERIA**

1. The Bidder should possess the requisite experience, resources and capabilities in providing the services necessary to meet the requirements, as described herein. The Bidder should also possess the technical know-how and the financial wherewithal that would be required to complete the scope of work. The Bid must be complete in all respects and should cover the entire scope of work as stipulated in the tender document. Bidders not meeting the Eligibility Criteria will not be considered for further evaluation and bid submitted by them shall be summarily rejected.
2. This invitation of bids is open to all experienced contractors, reputed firms (proprietary/partnership/LLP), company / organization registered in India under Companies Act, provided they fulfil the minimum eligibility criteria as below. **Consortium/Joint Ventures and Special Purpose Vehicles** are not eligible for the tender and the bid, if any, submitted by them shall be summarily rejected. Proposals not complying with minimum eligibility criteria, as enumerated below, will be rejected and will not be considered for evaluation of technical bid. The proposal should adhere to the following minimum eligibility criteria:

S. No	Minimum Eligibility Criteria
1	<p>The Bidder should have satisfactorily completed similar works during last 7 (seven) years ending last day of the month of March 2021 with Central/State Government Department/Central Autonomous Body/Central Public Sector Undertaking/City Development Authority/Municipal Corporation of City formed under any Act by Central/State Government and published in Central/State Gazette/Scheduled Commercial Banks or its subsidiaries/Private organizations (Firm/Company must be listed in National Stock Exchange /Bombay Stock Exchange) should be either of the following :-</p> <p>Experience of having successfully completed similar works(Operation & Maintenance of Fire Fighting systems in multi storied high rise buildings making use of modern fire fighting systems to include Fire Hydrants, Sprinkler system and automatically operated pumps systems as listed in the Tender document in the last 7 years, ending 31.03.2021 (Between 01.03.2014 to 31.10.2021) should be any of the following</p> <p>i) Three similar completed works, each amount not less than to Rs 1960000/- (equal to 40% of Tender estimated cost)</p> <p style="text-align: center;">OR</p> <p>ii) Two similar completed works each amount not less than to Rs 2450000/- (equal to 50 %. of Tender estimated cost)</p> <p style="text-align: center;">OR</p>

	<p>iii) (One similar completed work amount not less than to Rs 3920000/- (equal to 80% of Tender estimated cost)</p> <p>(b) Average annual turnover of the bidders should be at least INR 1230000 over the previous 3 years.</p> <p>Similar work means Service Providers for Firemen & Annual Maintenance & Operation of Fire Fighting Equipment all composite executed under one agreement. Cumulative works executed under rate contract shall not be treated as one work.</p> <p>Components of work executed other than those included in definition of similar shall be deducted while calculating cost of similar work. Bidder shall submit abstract of cost of work in support of this.</p> <p>Certificates of satisfactory completion of similar work should be issued by an Authority not below the rank of Executive Engineer/Chief Manager (Security)/ Manager Fire Safety of client department and to be uploaded on Bank's website along with supporting documents.</p> <p>In case the similar work/s is of private nature other than Central/State Government/Central Autonomous Body/Central Public Sector undertaking/City Development Authority/ Municipal Corporation of city, they shall be required to submit T.D.S. certificates/ Bank Account Statement for such works issued by respective Clients.</p> <p>The value of executed works shall be brought to current costing level by enhancing the actual value of work at simple interest of 7% per annum, calculated from the date of completion to the last date of receipt of application for tender.</p>
2	<p>Bidders need to have proven /demonstrated capabilities of handling Operation of fire fighting & Operation, Maintenance including 24 hours manning of Fire Fighting systems, Fire pumps, Hydrant and Sprinkler systems, Kitchen Fire Suppression System, Fire Extinguishers, Fire Safety Signages other fire safety related systems in High Rise Buildings. Such buildings under operation and maintenance of the bidder may be visited by officials of the Bank.</p>
3	<p>Bidder should have adequate technical and supporting manpower for the works/projects/contracts being handled. Adequate technical and supporting workforce shall be judged on basis of satisfactory Service Certificate and during visit to site(s) mentioned / maintained by the bidder. The Technical workforce maintaining various site(s) should be on the rolls of the bidder and their previous salary / wages/ PF/ESI and other records may be perused by the Bank to establish genuineness of the statement by the bidder. An undertaking to this effect shall be</p>

	required form the bidder Trade license no. and copy to be attached, issued by competent Authority from Govt. of India/State Govt. (If Obtained)
4	Bidders should have establishment at Kolkata. Bidders to submit the copy of address proof i.e. Rent agreement, electricity bill, telephone bill etc. Address may be verified by physical visit by Bank officials
	The bidder should not have been black-listed/ barred by any Public Sector Bank, RBI or IBA or any other Government/PSU agencies. An under taking this regard is to be submitted to Bank by Bidder (on stamp paper of Rs. 100/- Non-judicial stamp paper)

** In case, the company/bidder does not have the audited Balance Sheet for period ending March 2021, provisional balance sheet certified by their Statutory Auditors will be acceptable.

Note: The bidder must submit the Compliance Statement failing which the bids may not be taken for further evaluation.

3. Bidder must submit documentary evidence in respect of all above mentioned criteria while submitting the proposal. Proposal of bidder who do not fulfil the above criteria or who fail to submit documentary evidence thereon would be rejected.
4. Bidder has to upload scanned and legible copies of all supporting documents on Bank's e-procurement website <https://etender.pnbnet.in> for its scrutiny.
5. The Bank reserves the right to request for any additional information and also reserves the right to reject or accept the bid of a bidder, if in the opinion of Bank the qualification data is incomplete or the bidder is found not qualified to satisfactorily execute the requirements of the project and no communication shall be entertained in this regard in future.
6. To become eligible for submission/uploading, the bidder shall have to furnish an affidavit (on stamp paper of Rs. 100/- Non-judicial stamp paper) as under) :

“I/We undertake and confirm that eligible similar work(s) has/have not been got executed through another contractor on back to back basis. Further that, if such a violation comes to the notice of the Bank, then I/we shall be debarred for bidding in PNB in future forever. Also, if such violation comes to the notice of the Bank before date of start of work, the Bank shall be at liberty to forfeit the entire amount of Earnest Money Deposit/Performance Guarantee.”

LETTER SUBMITTING TENDER

**Chief Manager,
GAD, Zonal Office,
Punjab National Bank,
PNB United Tower,
11, Hemanta Basu Sarani,
B.B.D. Bagh, Kolkata, 700001.**

Dear Sir,

Reg: Service Providers for Firemen and Annual Maintenance & Operation of Fire Fighting Equipment at PNB United Tower, 11, Hemanta Basu Sarani, B.B.D. Bagh, Kolkata, 700001

1. Having visited the site and examined conditions of contract, special conditions of contract, general specifications and detailed specifications, schedules and bill of quantities for the execution of the above named works, we offer to complete and maintain the whole of the said works in conformity with the conditions of contract, specifications, schedules and bill of quantities for the sum stated in bill of quantities of this Tender Document or such other sum as may be ascertained in accordance with the said conditions of contract.
2. We undertake to complete and deliver the whole of the works comprised in the contract within the time stated in the appendix hereto.
3. We have independently considered the amount of liquidated damages shown in the Appendix to form of tender hereto and agree that it represents a fair estimate of the loss likely to be suffered, by you in the event of the works not being completed in time.
4. We agree to abide by this tender for the period of 90 days from opening of Price Bid/Commercial Bid or extension thereof as required by the Bank from the date fixed for receiving the same and it shall remain binding upon us and may be accepted at any time before the expiry of that period.
5. We confirm that the period and rates as referred in the agreement or general conditions of contract are given or summarized in the appendix hereto, to which we give our consent and agree to abide by the same.
6. We understand that if our tender is accepted, we are to be jointly and severally responsible for the due performance of the contract.
7. We understand that you are not bound to accept the lowest or any tender you may receive and may reject all or any tender, accept or entrust the entire work to the Contractor without assigning any reason or giving any explanation whatsoever.
8. I/we have deposited Earnest Money by demand draft which amount is not to bear any interest. I/we do hereby agree that this sum shall be forfeited by you in the event our tender is accepted and I/we fail to execute the contract when called upon to do so.

Dated this day of _____ 2021.

Signature _____ in the capacity of _____ duly authorized to sign

tenders for and on behalf of _____ .

(IN CAPITALS)

Tender submitted on _____ before _____ P.M.

LETTER OF TRANSMITTAL

**Chief Manager,
GAD/SEC, Zonal Office,
Punjab National Bank,
PNB United Tower,
11, Hemanta Basu Sarani,
B.B.D. Bagh, Kolkata, 700001.**

Dear Sir,

Reg: Service Providers for Firemen and Annual Maintenance & Operation of Fire Fighting Equipment at PNB United Tower, 11, Hemanta Basu Sarani, B.B.D. Bagh, Kolkata, 700001

Having examined the details given in Press advertisement and tender document for the above work, I/we hereby submit the relevant information.

1. I/We here by certify that all the statement made and information supplied in the enclosed forms A to D and accompanying statement are true and correct.
2. I/We have furnished all information and details necessary for eligibility and have no further pertinent information to supply.
3. I/We submit the following certificates in support of our suitability, technical knowledge and capability for having successfully completed the following eligible similar works:-

S No	Name of the Work	Value of Work	Date of Completion	Certificate issued by

“Certify that the information given in the enclosed tender documents is correct. It is also certified that I/we shall be liable to be debarred, disqualified / cancellation of bid in case any information furnished by me/us found to be incorrect.”

Enclosures:

Date of submission

SIGNATURE(S) OF APPLICANT(S)
Seal of applicant

7. BIDDERS INFORMATION

1. Name
2. Constitution
3. Address
4. Names & Addresses of the Partners/Directors, if applicable
5. Name of Contact Person(s) with their Mobile Numbers
6. Office Telephone, Fax, e-mail
7. PAN No.
8. GST No.
9. Manpower Employed.

8. ARTICLES OF AGREEMENT

AGREEMENT

This agreement is made at New Delhi on day of 2021 between Punjab National Bank, a body corporate constituted under the Banking Companies (Acquisition and transfer of Undertaking Act) 1970 having its Head office at Plot No. 4, Sector 10, Dwarka, New Delhi – 110075 and its General Administration Division (Hereinafter referred to as "The Bank ") of the one part & (Herein after called "the tenderer") of the other part.

Whereas the Bank has floated tender documents inviting tenders from eligible Proprietorship/ partnership firms/agencies/companies for the job of Service Providers for Firemen and Annual Maintenance & Operation of Fire Fighting Equipment at PNB United Tower, 11, Hemanta Basu Sarani, B.B.D. Bagh, Kolkata, 700001

WHEREAS the Bank is desirous of executing work of Service Providers for Firemen and Annual Maintenance & Operation of Fire Fighting Equipment at PNB United Tower, 11, Hemanta Basu Sarani, B.B.D. Bagh, Kolkata, 700001 and has by letter of acceptance dated.....accepted a tender by the Contractor for Service Providers for Firemen and Annual Maintenance & Operation of Fire Fighting Equipment at PNB United Tower, 11, Hemanta Basu Sarani, B.B.D. Bagh, Kolkata, 700001

After discussion, the Bank and the bidder agree to enter into this agreement on the terms and condition set out hereunder:

NOW THIS AGREEMENT WITNESSES AS FOLLOWS:

1. In this agreement words and expressions shall have the same meaning as are respectively assigned to them in the said conditions of contract hereinafter referred to :
 - a. Original tender document.
 - b. Relevant correspondence all letter/ correspondence forming parts of contract and referred to in acceptance letter.
 - c. Acceptance letter
 - d. Bill of quantities.
 - e. Other additional documents as required.
2. The following documents, terms and conditions contained therein shall form and construe as integral part and parcel of this agreement and be read as part and parcel of this agreement, viz.
 - a. Original tender document.
 - b. Relevant correspondence all letter/ correspondence forming parts of contract and referred to in acceptance letter.
 - c. Acceptance letter
 - d. Bill of quantities.
 - e. Other additional documents as required.
3. The aforesaid documents shall be taken as complementary and mutually explanatory of one another, but in the case of ambiguities of discrepancies the latest documents issued by the Bank shall prevail over the earlier documents.

4. In consideration of payment to be made by the Bank to the successful bidder as hereinafter mentioned, the successful bidder hereby covenants with the Bank to perform execute, complete and maintain the work in due respects and in conformity with the provision of the contract and tender documents.
5. The Bank hereby covenants to pay the Bidder in consideration of the execution, completion of the work such sums as shall become payable hereunder at the time(s) and in the manner prescribed in the said conditions and price schedule of quantities / bill of quantities prescribed in the contract.
6. All disputes or differences whatsoever arising between the parties shall be settled amicably. If parties are not able to solve amicably, the same shall be settled by arbitration in accordance with Arbitration and Conciliation Act 1996. Venue of arbitration shall be at New Delhi.

SIGNED AND SEALED AND DELIVERED BY THE

Said

Said

(Name)

(Name)

on behalf of the Contractor

on behalf of the Bank

In the presence of

In the presence of

Name:

Name

Address:

Address:

This form is included in the tender documents only for the information of the bidders. Only the successful bidder will be in due course, required to complete the form.

11. **INTEGRITY PACT**

To,

.....,
.....,
.....

Reg: NIT No. for the work

Dear Sir,

It is hereby declared that PNB is committed to follow the principle of transparency, equity and competitiveness in public procurement.

The subject Notice Inviting Tender (NIT) is an invitation to offer made on the condition that the Bidder will sign the integrity Agreement, which is an integral part of tender/bid documents, failing which the tenderer/bidder will stand disqualified from the tendering process and the bid of the bidder would be summarily rejected.

This declaration shall form part and parcel of the Integrity Agreement and signing of the same shall be deemed as acceptance and signing of the Integrity Agreement on behalf of the PNB.

Yours faithfully,

Chief Manager,
GAD/SEC, Zonal Office,
Punjab National Bank,
PNB United Tower,
11, Hemanta Basu Sarani,
B.B.D. Bagh, Kolkata, 700001.

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INTEGRITY PACT

**Chief Manager,
GAD/SEC, Zonal Office,
Punjab National Bank,
PNB United Tower,
11, Hemanta Basu Sarani,
B.B.D. Bagh, Kolkata, 700001.**

Reg: Submission of Tender for the work of

Dear Sir,

I/We acknowledge that PNB is committed to follow the principles thereof as enumerated in the Integrity Agreement enclosed with the tender/bid document.

I/We agree that the Notice Inviting Tender (NIT) is an invitation to offer made on the condition that I/We will sign the enclosed integrity Agreement, which is an integral part of tender documents, failing which I/We will stand disqualified from the tendering process. I/We acknowledge that THE MAKING OF THE BID SHALL BE REGARDED AS AN UNCONDITIONAL AND ABSOLUTE ACCEPTANCE of this condition of the NIT.

I/We confirm acceptance and compliance with the Integrity Agreement in letter and spirit and further agree that execution of the said Integrity Agreement shall be separate and distinct from the main contract, which will come into existence when tender/bid is finally accepted by PNB.

I/We acknowledge and accept the duration of the Integrity Agreement, which shall be in the line with Annexure 1 of the enclosed Integrity Agreement.

I/We acknowledge that in the event of my/our failure to sign and accept the Integrity Agreement, while submitting the tender/bid, PNB shall have unqualified, absolute and unfettered right to disqualify the tenderer/bidder and reject the tender/bid in accordance with terms and conditions of the tender/bid.

Yours faithfully

(Duly authorized signatory of the Bidder)

Pre Contract Integrity Pact

Punjab National Bank, a body corporate constituted under the Banking Companies (Acquisition and Transfer of Undertaking) Act 1970 (Act no. V of 1970) and having its Head Office at Plot no. 4, Sector 10, Dwarka, New Delhi 110075, hereinafter referred to as "The Principal", which expression shall mean and include unless the context otherwise requires, its successors in office and assigns of the First Part.

And

M/s. ____ having its registered office at ____ hereinafter referred to as "The Bidder/ Contractor /Vendor", expression shall mean and include unless the context otherwise requires, successors and permitted assigns of the Second part.

Preamble

The Principal intends to award, under laid down organizational procedures, contract/s for..... The Principal values full compliance with all relevant laws of the land, rules, regulations, economic use of resources and of fairness/transparency in its relations with its Bidder(s) and/or Contractor(s).

In order to achieve these goals, the Principal will appoint Independent External Monitor s(IEMs) who will monitor the tender process and the execution of the contract for compliance with the principles mentioned above.

Section 1- Commitments of the Principal

(1) The Principal commits itself to take all measures necessary to prevent corruption and to observe the following principles:-

a. No employee of the Principal, personally or through family members, will in connection with the tender for, or the execution of a contract, demand, take a promise for or accept, for self or third person, any material or immaterial benefit which the person is not legally entitled to.

b. The Principal will, during the tender process treat all Bidder(s) with equity and reason. The Principal will in particular, before and during the tender process, provide to all Bidder(s) the same information and will not provide to any Bidder(s) confidential/additional information through which the Bidder(s) could obtain an advantage in relation to the tender process or the contract execution.

c. The Principal will exclude from the process all known prejudiced person.

(2) If the Principal obtains information on the conduct of any of its employees which is a criminal offence under the IPC/PC Act, or if there be a substantive suspicion in this regard, the Principal will inform the Chief Vigilance Officer and in addition can initiate disciplinary actions.

Section 2- Commitments of the Bidder(s)/ Contractor(s)

(1) The Bidder(s)/Contractor(s) commit themselves to take all measures necessary to prevent corruption during any stage of bid process/contract. The Bidder(s)/Contractor(s) commit themselves to observe the following principles during participation in the tender process and during the contract execution.

a. The Bidder(s)/Contractor(s) will not, directly or through any other person or firm, offer promise or give to any of the Principal employees involved in the tender process or the execution of the contract or to any third person any material or the other benefit which he/she is not legally entitled to, in order to obtain in exchange any advantage of any kind whatsoever during the tender process or during the execution of the contract.

b. The Bidder(s)/Contractor(s) will not enter with other Bidders into any undisclosed agreement or understanding, whether formal or informal. This applies in particular to prices, specifications, certifications, subsidiary contracts, submission or non-submission of bids or any other actions to restrict competitiveness or to introduce cartelization in the bidding process.

c. The Bidder(s)/ Contractor(s) will not commit any offence under the relevant IPC/PC Act; further the Bidder(s)/Contractor(s) will not use improperly, for purposes of competition or personal gain, or pass on to others, any information or document provided by the Principal as part of the business relationship, regarding plans, technical proposal and business details, including information contained or transmitted electronically.

d. The Bidder(s)/Contractor(s) of foreign origin shall disclose the name and address of the Agents/representatives in India, if any, Similarly the Bidder(s)/Contractor(s) of Indian Nationality shall furnish the name and address of the foreign principals, if any. Further details as mentioned in the "Guidelines on Indian Agents of Foreign Suppliers" shall be disclosed by the Bidder(s)/Contractor(s). Further, as mentioned in the Guidelines all the payments made to the Indian agent/representative have to be in Indian Rupees only.

e. The Bidder(s)/Contractor(s) will, when presenting their bid, disclose any, and all payments made, is committed to or intends to make to agents, brokers or any other intermediaries in connection with the award of the contract.

f. Bidder(s)/Contractor(s) who have signed the Integrity Pact shall not approach the Courts while representing the matter to IEMs and shall wait for their decision in the matter.

(2). The Bidder(s)/Contractor(s) will not instigate third persons to commit offences outlined above or be an accessory to such offences.

Section-3 Disqualification from tender process and exclusion from future contracts.

If the Bidder(s)/Contractor(s) before award or during execution has committed a transgression through a violation of Section 2, above or in any other form such as to

put their reliability or credibility in question, the Principal is entitled to disqualify the Bidder(s)/Contractor(s) from the tender process or take action as per the procedure mentioned in the “Guidelines on Banning of business dealings”.

Section 4- Compensation for Damages

(1). If the Principal has disqualified the Bidder(s) from the tender process prior to the award according to Section 3, the Principal is entitled to demand and recover the damages equivalent to earnest Money Deposit/Bid Security by forfeiting the same

(2). If the Principal has terminated the contract according to Section 3, or the Principal is entitled to terminate the contract according to Section 3, the Principal shall be entitled to demand and recover from the Contractor liquidated damages of the contract value or the amount equivalent to Performance Bank Guarantee/ Initial Security Deposit by forfeiting the same.

Section 5- Previous transgression

(1) The Bidder declares that no previous transgression occurred in the last three years immediate before signing of this integrity pact with any other Company in any country conforming to the anti-corruption approach or with any Public Sector Enterprises or central/state government department in India that could justify his exclusion from the tender process.

(2). If the Bidder makes incorrect statement on this subject, he can be disqualified from the tender process or action can be taken as per the procedure mentioned in “Guidelines on Banning of business dealing”.

Section 6- Equal treatment of all Bidders/Contractors/Subcontractors

(1) In case of Sub-contracting, the Principal Contractor shall take the responsibility of the adoption of integrity Pact by the Sub-contractor.

(2) The Principal will enter into agreements with identical conditions as this one with all Bidders and Contractors.

(3) The Principal will disqualify from the tender process all the Bidders who do not sign this Pact or violate its provisions.

Section 7- Criminal charges against violating Bidder(s)/Contractor(s)/Subcontractor(s)

If the Principal obtains knowledge of conduct of a Bidder, Contractor or Sub contractor, or of an employee or a representative or an associate of a Bidder, Contractor or Subcontractor which constitutes corruption, or if the Principal has substantive suspicion in this regard, the Principal will inform the same to the Chief Vigilance Officer.

Section 8- Independent External Monitor

(1) The Principal appoints competent and credible Independent External Monitor for this Pact after approval by Central Vigilance Commission. The task of the Monitor is to review independently and objectively, whether and to what extent the parties comply with the obligations under the agreement.

S. No	Name of IEM	e-mail
1.	Shri Raj Kumar Singh,(M-8141488880)	mrrojksingh@gmail.com
2.	Dr. Sarat Kr. Acharya, (M-9442118060)	Sarat777@rediffmail.com

(2) The Monitor is not subject to instructions by the representatives of the parties and performs his/her functions neutrally and independently. The Monitor would have access to all Contract documents, whenever required. It will be obligatory for him/her to treat the information and documents of the Bidders/Contractors as confidential. He/she reports to the Managing Director and CEO, Punjab National Bank.

(3) The Bidder(s)/Contractor(s) accepts that the Monitor has the right to access without restriction to all project documentation of the Principal including that provided by the Bidder(s)/ Contractor(s). The Bidder(s)/Contractor(s) will also grant the Monitor, upon his/her request and demonstration of a valid interest, unrestricted and unconditional access to their project documentation. The same is applicable to Sub-contractor.

(4) The Monitor is under contractual obligation to treat the information and documents of the Bidder(s)/Contractor(s)/Subcontractor(s) with confidentiality. The Monitor has also signed declaration on „Non-Disclosure of Confidential Information“ and of „Absence of Conflict of Interest“. In case of any conflict of interest arising at a later date, the IEM shall inform MD & CEO, Punjab National Bank and recues himself/herself from that case.

(5) The Principal will provide to the Monitor sufficient information about all meetings among the parties related to the Project provided such meetings could have an impact on the contractual relations between the Principal and Contractor. The parties offer to the Monitor the option to participate in such meetings.

(6) As soon as the Monitor notices, or believes to notice, a violation of this agreement, he/she will so inform the Management of the Principal and request the Management to discontinue or take corrective action, or to take other relevant action. The monitor can in this regard submit non-binding recommendations. Beyond this, the Monitor has no right to demand from the parties that they act in a specific manner, refrain from action or tolerate action. The Monitor will submit a written report to the MD & CEO, Punjab National Bank within 8 to 10 weeks from the date of reference or intimation to him by the Principal and, should the occasion arise, submit proposals for correcting problematic situations.

(7) If the Monitor has reported to the MD&CEO, Punjab National Bank, a substantiated suspicion of an offence under relevant Indian Penal Code/Prevention of Corruption Act, and the MD & CEO, PNB has not, within the reasonable time taken visible action to proceed against such offence or reported it to the Chief Vigilance Officer, the Monitor may also transmit this information directly to the Central Vigilance Commissioner.

(8) The word ‘**Monitor**’ would include both singular and plural.

Section 09- Pact Duration

This Pact begins when both parties have legally signed it. It expires for the Contractor 12 months after the last payment under the contract, and for all other Bidders 6 months after the contract has been awarded. Any violation of the same would entail disqualification of the bidders and exclusion future business dealings.

If any claim is made/lodged during this time, the same shall be binding and continue to be valid despite the lapse of this pact as specified above, unless it is discharged/ determined by MD & CEO, PNB.

Section 10- Other provisions

- (1) This agreement is subject to Indian Law. Place of performance and jurisdiction is the "Place of award of work".
- (2) The actions stipulated in this Integrity Pact are without prejudice to any other legal action that may follow in accordance with the provisions of the extant law in force relating to any civil or criminal proceedings.
- (3) Changes and supplements as well as termination notices need to be made in writing. Side agreements have not been made.
- (4) If the Contractor is a partnership or a consortium, this agreement must be signed by all partners or consortium members.
- (5) Should one or several provisions of this agreement turn out to be valid, the remainder of this agreement remains valid. In this case, the parties will strive to come to an agreement to their original intentions.
- (6) Issues like warranty/Guarantee etc. shall be outside the purview of IEMs.
- (7) In the event of any contradiction between the Integrity Pact and its Annexure, the Clause in the Integrity Pact will prevail.

(For & On behalf of the Principal)

(Office Seal)

Place.....

Date.....

Witness1:

(Name &Address)

(For & On behalf of Bidder/
Contractor)

(Office Seal)

Witness2:

(Name &Address)

12. INSTRUCTIONS TO BIDDERS

1. BIDDING PROCESS (TWO STAGES)

For the purpose of the present job, a two-envelope bidding process will be followed. The response to the present tender will be submitted in two parts:

- Technical bid
- Commercial bid

The bidders will have to submit the technical bid in Banks e-procurement system as well as in hard copy and commercial bids in only online form through Bank's e-procurement system.

1.1 TECHNICAL BID

TECHNICAL BID will also contain the Compliance statement as per the Terms & Conditions mentioned in the Tender Documents, and NOT contain any pricing or commercial information at all. Technical bid documents with any commercial information will be rejected.

In the first stage, only TECHNICAL BIDs will be opened and evaluated. Only those bidders confirming compliance to all the terms & conditions of Tender document shall be short-listed for commercial stage.

1.2 COMMERCIAL BID

In the second stage, the COMMERCIAL BID of only those bidders, whose technical bids are short listed, will be opened.

2. SUBMISSION OF BIDS

2.1 Bidders are required to strictly submit their bids in electronic form using the e-procurement system at <https://etender.pnbnet.in> the Bank by using their digital certificates of class II and above (both encryption and signing). All the interested bidders should register themselves in the e procurement system <https://etender.pnbnet.in> for submitting the bids online, if they have not done earlier. The Tender document and further corrigendum, if any can also be downloaded from Bank's website www.pnbindia.in. Bids received after closing of the bid in the e-procurement system are summarily rejected without any reason. The commercial bid should be submitted online only.

2.2 It is to be noted that all the technical supporting documents should be submitted manually in a sealed envelope shall be super scribed as **"Service Providers for Firemen and Annual Maintenance & Operation of Fire Fighting Equipment at**

PNB United Tower, 11, Hemanta Basu Sarani, B.B.D. Bagh, Kolkata, 700001 before the final date & time of bid submission at the following address.

2.3 Cost of Tender Document of Rs. **3,540/-** along with EMD BID SECURING DECLARATION FORM-D shall be submitted in a sealed envelope shall be superscribed as “**Service Providers for Firemen and Annual Maintenance & Operation of Fire Fighting Equipment at PNB United Tower, 11, Hemanta Basu Sarani, B.B.D. Bagh, Kolkata, 700001**” before the final date & time of bid submission at the following address.

**Chief Manager,
GAD/SEC, Zonal Office,
Punjab National Bank,
PNB United Tower,
11, Hemanta Basu Sarani,
B.B.D. Bagh, Kolkata, 700001.**

2.4 At the time of physical submission of bid, bidder has to show acknowledgement e-mail received after completion of the bid submission in proof of having submitted the bid online.

3. CONTENT OF DOCUMENTS TO BE SUBMITTED

- i. **Documents required in Technical Bid Envelope (Sealed Cover):**
- ii. Bidders undertaking letter
- iii. Supporting documents as per Eligibility Criteria
- iv. Performance/Completion Certificate from clients
- v. Bidder Information
- vi. Acceptance of Compliance Statement
- vii. Duly signed Tender document and corrigendum, if any
- viii. Copy of last three years audited balanced sheet.
- ix. Bid Earnest Money/Tender Document cost.
- x. Power of attorney in favour of authorized person signing the Bid documents.
- xi. Bid security declaration form
- xii.

Note: a. All pages of the bid documents must be signed by authorized person.

b. All pages of the bid documents should be numbered in serial order i.e. 1, 2, 3...

c. Commercial bid to be submitted in e-procurement process only. No hardcopy of the same be enclosed with the supporting documents.

4. PRELIMINARY EXAMINATION

4.1 Bank will examine the bids to determine whether they are complete, whether any computational errors have been made, whether required information has been provided as underlined in the bid document, whether the documents have been properly signed, and whether bids are generally in order.

4.2 The bid determined as not in order as per the eligibility criteria will be rejected by the Bank. The decision of the Bank is final towards evaluation of the bid documents.

5. EVALUATION AND AWARD CRITERIA

5.1 After opening of the technical bids, all the documents and annexure (except commercial documents/offer) will be evaluated first by the Bank. First, received bids will be evaluated based on the eligibility criteria. Technical bids of only those bidders satisfying the eligibility criteria will be evaluated.

5.2 Only those bidders satisfying the technical requirements and accepting the terms and conditions of this document shall be short-listed for further steps.

5.3 PNB will determine to their satisfaction whether the bidder selected as having submitted the best evaluated responsive bid is qualified to satisfactorily perform the contract. The decision of PNB will be final in this regard.

5.4 The determination will take into account bidder's financial, technical and support capabilities, based on an examination of documentary evidence submitted by bidders in support of eligibility criteria.

5.5 The award of contract will be based on evaluation of technical and commercial bids.

13. GENERAL CONDITIONS OF CONTRACT

1. The tender shall remain valid for a period of 90 days from the date of opening the commercial bids.
2. Each page of the tender documents is required to be signed by the person or persons submitting the tender in token of his / their having acquainted himself / themselves with the tender documents in total.
3. The successful Tenderer to whom the Contract is awarded shall deposit as performance security deposit by BANK Draft a sum to make up 3% of the value of the accepted tender.
4. The Performance Security Deposit will have to be made by the Contractor to the Bank within 3 days of acceptance of award letter, failing which the Bank at his discretion may revoke the letter of acceptance. The Performance security deposit shall be accepted in the form of Demand draft **not by Bank Guarantee. The Performance Security Deposit will be invested by the Bank in a fixed deposit account for the duration of the contract period.** The Bank is not liable to pay any interest on Performance Security Deposit. In case of default on the part of contractor to perform and observe any covenant, conditions and provisions herein contained, it shall be lawful for PNB in its absolute discretion to forfeit the whole of the security deposit or a part thereof with prejudice to any other right or remedy that may be available to it against the Contractor under this agreement, for such breach.

5. The Performance security deposit will be refunded only after satisfactory fulfillment of the contract. In case the contractor abandons the contract or leaves the contract unperformed, the Security Deposit shall be liable to be forfeited.
6. All compensation or other sums of money payable by the contractor to the Bank under the terms of the contract may be deducted from his security deposit. The amount so permit and contractor shall unless such deposit has become otherwise payable, within ten days after such deduction make good in cash the amount so deducted.
7. The contractor must not assign the contract. He must not sub-let any portion of the contract except with the written consent of the Bank failing which the Bank may rescind the contract and the security deposit shall stand forfeited and at absolute discretion of the employer.
8. The tenderer must obtain for himself on his own responsibility all the information which may be necessary for the purpose of making a tender and entering into a contract. The tenderer is advised to inspect the installations at the site of work and acquaint himself with all local conditions, nature of work and all matters pertaining thereto.
9. The successful tenderer must co-operate with other contractors engaged by the Bank and the work shall proceed smoothly with least possible; delay and to the satisfaction of the Bank.
10. The Bank shall provide water and electric power from the existing sources free of cost.
11. On award of work, the contractor will furnish to the Bank full particulars of the staff deployed on the work and issue/ obtain identity cards, which shall be carried by them throughout the time of their duty. The security staff of Bank shall have right to check or interrogate to any of the contractor's staff while entering/ leaving the premises.
12. The staff provided by the contractor shall be disciplined, polite and courteous. They shall not misbehave with any Bank's staff and shall not engage themselves in any unlawful activities in the premises. The contractor shall be fully responsible for any theft, burglary, fire or happening due to dereliction/ negligence of duty or any other mischievous deeds of his staff and shall replace any staff within 5 days if asked for by the Bank.
13. The rates quoted shall be applicable throughout the period of contract.
14. The contractor shall submit bill once in a month which will be paid within 15 working days from the date of receipt of bill & supporting documents.
15. The contractor shall be responsible for settling any claim/ compensation against all damages and accidents caused due to negligence on the part of his employees and keep Bank indemnified from any compensation/ liability.

16. GST or any other Tax on materials and also on the turn over, if any, in respect of this contract shall be paid extra by the Bank as per applicable rates.
17. The contractor shall discharge obligations as provided under various applicable statutory enactments including the Employees Provident Fund & Miscellaneous Provisions Act, 1952, the Employees State Insurance (ESI) Act, 1948 ESI (if applicable at the place of work –Delhi, Delhi State), the Contract Labour (Regulation & Abolition) Act, 1970, the Inter-State Migrant workman (Regulation of employment & conditions of Service) Act, 1979, The Wages Act, 1928, the Payment of Wages Act, 1936, The Workmen's Compensation Act, 1923 and other relevant Act, Rules and Regulations, instructions etc. issued / enforced from time to time.
18. Samples of all materials required for execution of the work shall be got approved from the Officer-in-Charge. Materials manufactured by Firms of repute as required and shall only be used. Materials classified as "First Quality" by the manufacturer shall be used unless otherwise specified. In case materials bearing BIS Certification mark are not available, the quality of samples brought by the contractor shall be judged by the standards laid down in the relevant BIS specifications. All materials and articles brought by the contractor to the site for use shall conform to the samples approved by the Officer-in-Charge which shall be preserved till the completion of the work.
19. Work/ AMC services shall be carried out on all days including Sundays and Holidays. The contractor shall attend complaints received in connection with the services immediately. Any failure will attract penalty as decided by the bank.
20. The contractor shall take at his own cost, necessary insurance cover in respect of staff and other personnel to be employed or engaged by him in connection with the aforementioned services to be rendered to the bank and against all claims, damages or compensations payable under workmen's Compensation Act, 1923 or any modification thereof.
21. **TAXES AND DUTIES-**

The bidders must include in their tender prices quoted for all duties, royalties, cesses, labour cess, or any other taxes or charges, as may be applicable (at present or in future). **GST shall be paid extra as per applicable rates as per Govt Guidelines. Further, EPF and ESI contributions paid to the workmen shall be reimbursed on actual basis on submission of requisite documents by the contractor.** No Contractor's Profit shall be admissible/payable on such contributions. However, tax shall be deducted at source at the specific rate of Central Government regulations and guidelines respectively, if applicable. The certificate in respect of TDS shall be issued by the Bank as per rule. Any variation in GST i.e. only the difference in tax, shall be borne by the Bank. No claim whatsoever on this account shall be entertained. The rates quoted by bidder shall be valid for one year from the date of start of work.

22. **COMPLIANCE OF LAWS**

- 22.1 Contractor shall be responsible for fulfilling the requirements of all statutory provisions of **labour laws**, rules & regulations and notifications issued there-under from time to time whether from Central or state or local bodies, at own cost and risk, in respect of personnel employed by the Contractor and will maintain necessary records as per statutory requirements. If due to any reason **whatsoever Bank is made liable for any liabilities, it shall be payable by the Contractor to Bank and also, such liabilities shall be recoverable by Bank from dues payable to the Contractor or /and pending payment of Bills or/ and from security deposit of the Contractor with Bank.**
- 22.2 The Contractor shall pay and meet all expenses, arising out of or as a consequence of, various provisions in the aforesaid Acts and statues or applicability of any other act/code.
- 22.3 The Contractor shall issue annual statement of PF accounts to the workmen under intimation to Bank. A copy of the annual Statement of PF Accounts needs to be submitted to the PNB within the stipulated time limit as purported in the Act.
- 22.4 The Contractor shall be solely responsible as regards salary/ wages and service conditions and terms extended by the Contractor to its employees/workmen and shall in that connection maintain requisite records and comply with all laws, enactments, rules, regulations and orders applicable to the Contractor and its employees/workmen in general and in particular, laws, enactments, rules, regulations and orders dealing with employment of Contract Labour, payment of wages/Compensation Contributions under the ESIC Act, 1948, Safety regulations, regulations relating to employment of female work force, security requirements and such other rules and regulations as may be applicable at hereafter.
- 22.5 The wages paid by the Contractor to its employees/ workmen shall be fair, and in no case, be less than the wages prescribed under the Minimum Wages Act, read with other relevant statutes, as prescribed by the Central Govt. from time to time. In case of any increase in the minimum wages during the currency of the contract, the Contractor shall bear the same. PNB shall not entertain any other claim for compensation whatsoever, except the prices fixed for the services under the agreement. However in case the contract/agreement is renewed/ extended the service charged/COHP as quoted by the contractor/bidder shall remain constant for the period in consideration for extension/renewal of agreement/Contract. Only the revision, if any, in minimum wages notified as per Central Govt Notifications will be revised accordingly for the period of renewed/extended contract.
- 22.6 The Contractor shall be responsible for settlement of any claims/ dues, in case any of the Contractor's employee/workman dies or sustains injury or damage or loss either to his/her person, or his/her property, in accordance with the provisions of law. The Contractor shall have to take necessary and relevant insurance coverage for all its employees/ workmen in this regard.
- 22.7 The Contractor shall be responsible for payment of overtime to its workmen in case the workman works more than the prescribed hours as laid down under the relevant Central/ State Rules.
- 22.8 It will be obligatory on the part of the Contractor to disburse monthly wages/wages to its workmen in presence of Authorized Representative of PNB and obtain signatures on the attendance roll/wage disbursement register as per the relevant Act.
- 22.9 The Contractor must provide one-day rest or weekly "Off" to its workers who put in continuous six (6) days work in a week with full wages.

23. SAFETY AND LABOUR LAWS

- 23.1 All safety and labour laws enforced by statutory agencies as well as by PNB shall be applicable in the performance of this Contract, and the Contractor shall abide by these laws.
- 23.2 Contractor shall take all measures which are necessary and/or proper to protect the personnel, work and facilities, and shall observe all reasonable safety rules and instructions.
- 23.3 Contractor shall report as soon as possible any evidence, which may indicate or is likely to lead to an abnormal or dangerous situation and shall take all necessary emergency control steps to avoid such abnormal situations.
- 23.4 The Contractor shall apply, within 7 days from the date of award of the contract, to appropriate Labour Authority for Labour License to provide the services and shall submit the copy of the Labour Licenses along with the first bill.
- 23.5 The Contractor shall not engage/employ persons below the age of 18 years and not above 50 years of age.
- 23.6 It shall be the duty of the party/bidder to acquaint his staff with all safety regulations as proposed by any statutory authorities.
- 23.7 The contractor shall indemnify the Bank against any violation of safety laws, rules and regulations while carrying out maintenance as required by the contract.
- 23.8 All liabilities, owing to injury/death due to negligence or miscommunication or during discharging regular work of the staff of the party/bidder, will be to the party/bidder and what so ever the work, in any case Bank will not be responsible for any liabilities of injury/death etc. It's the duty of party/bidder to guide the staff regarding safety measures.
- 23.9 All staff of the party while working/fire-fighting/Maintenance must wearing personal protective equipment
- 23.10 The workmen shall execute the work as per IS code of practice of relevant equipment and follow the IE rules 1956. The party/bidders staff has to follow the safety & procedures & practices in of NBC 2016 and all relevant Indian Standard of Fire Fighting and fire safety. The contract shall take all precautions to avoid accident and causes of accident. He must be careful regarding fire safety & safety during working of his staff in the premises.
- 23.11 Safety precautions of handling portable fire extinguishers & Precaution in handling firefighting equipment & appliances are more significant during fire- fighting and maintenance, some likely situations are highlighted here for your attention and action to ensure that conditions and methods of usage conform to the safety of personnel and property.

24. RESPONSIBILITIES OF CONTRACTORS

Contractor shall be responsible for maintaining all the statutory records and deposit the Govt. dues as per the norms specified. Further Contractor to ensure obtaining Labour

License under Sec.12 of Contract Labour (R&A) Act as well as other Certificates/ Licenses/permission/Registration etc. within 30 days of mobilizing services.

24.1 Welfare Facilities to be provided by Contractor to his staff:

- Supply of drinking water.
- Laundry/Washing facility.
- First-aid-box – this should contain the prescribed materials as per Rule 59
- Canteen/proper food facility during working duration.

24.2 Quality Control

- Contractor should have a system of maintaining quality control on the services/raw material used. Special care is to be given to maintain the store of materials/office area clean & hygienic.
- PNB will provide space, electricity, water, etc. in its premises to the Contractor, necessary for executing the contract. The Contractor has to keep proper acknowledgement of the same, and Contractor shall take care to use/maintain these items properly. Malfunctioning/misuse of any such facility shall not to be entertained as excuse for unsatisfactory services.

25. DEPLOYMENT OF STAFF

- No Deviation in the Deployment of minimum number of personnel. If successful Bidder proposes deviation in the bid, such bid shall not be considered and shall be out rightly rejected.

ii) Details:-

Sr.no	Details of Manpower	Skilled / Semi-skilled	Number	Total	Time
01	Fire Supervisor	Skilled	03+01=04	04	Shift Duty for 8 hours i.e. (Morning, Afternoon, Night)
02	Firemen	Semiskilled	08+01=09	09	Shift Duty for 8 hours i.e. (Morning , Afternoon, Night)

- Officer In-charge of Punjab National Bank may require a breakup of costing and any other relevant details from the Bidder in case he is the lowest bidder, which has to be submitted before Letter of Intent is issued.
- Personnel should be smartly/properly dressed in neat and clean **uniforms** having firm's logo. The uniforms and Personal Protective Equipment (i.e. Shoes/boots, helmet with light, gloves etc) would be provided by the successful bidder. Uniform must include equipment like whistle, torch, jersey /jacket for winter season, umbrella / raincoat for rainy season etc.
- The staff deployed at site should have communication equipment to be used for communicating within themselves and with Bank staff and other service provider at site. This must include mobile phone(s) and / or walkie /talkie sets.

- vi) PUNJAB NATIONAL BANK reserves the right of Surprise audit, Inspection, Gap Arrangement Analysis at the site at any time with or without prior information to the successful Bidder by self or third party. Appropriate corrective measure shall be followed on finding any discrepancy in quality of AMC work, following SOPs, maintenance scheduled Safety measures, deployment of manpower/equipment/chemicals & tools etc. Surprise audits & Gap Arrangement Analysis can be conducted by PUNJAB NATIONAL BANK or a pre-determined ex-party of PUNJAB NATIONAL BANK and the successful Bidder shall fully cooperate during the audits. Based on the audit report, if any change or addition/deletion in the existing practices is found/ required, it has to be implemented by the successful Bidder **with immediate effect**. If this includes introduction of any chemical reagent or equipment which is not listed in the tender but required, then with on approval from PUNJAB NATIONAL BANK, the same have to be procured & implemented and bills for which shall be paid by PUNJAB NATIONAL BANK on actual basis plus 15% overhead profit.
- vii) Deployed manpower at all levels must be properly trained as per job division/ requirement. Periodic training and Personnel Development Plan must be documented and presented to PUNJAB NATIONAL BANK on monthly basis. The Supervisor /Team Leader/Manager shall facilitate bi- monthly training to the deployed persons.
- viii) All statutory obligations are to be strictly adhered to, as per Govt. rules. Any negligence in this regard shall make the contract liable to be cancelled with due process (notice will be issued, reply is to be submitted within 15 days and in case of un satisfactory reply contract will be cancelled within 30 days from the date of issue of notice).
- ix) **All ESI &EPF challans for the previous month have** to be submitted along with the bills. Failure to do so shall be responded as no payment, without the possibility of part payment and absolutely no payment shall be made.
- x) Bank account of all the employees has to be opened/registered within 1st month of operation for crediting their salary. Without the proof of salary transfer to the respective accounts of the employees, no payment shall be made. Payment has to be released by 07th of every month by the successful bidder and any delay in this regard shall be responded with a deduction of Rs. 1000/-per day per incident from pending payment of Bills or and from security deposit of the Bidder with Bank.
- xi) Since Building has very expensive equipment. The successful Bidder shall make necessary arrangements at his own cost to prevent any damage inside/outside the building to the existing work, due to his own activities. The successful Bidder shall be responsible for any damage to the existing work due to his activities and shall make good the same at his own risk and cost. The decision of PUNJAB NATIONAL BANK in this regard shall be final and binding on the Service Provider.
- xii) The successful Bidder will provide required cleaning materials rendering these services at his own cost.

26.1 The Contractor will install & maintain Biometric Attendance System, if Bank desires, for the man-power/ staff deployed at the said site for the tendered work.

27. ARBITRATION

All disputes or differences whatsoever arising between the parties out of or in relation to the construction, meaning and operation or effect of these Tender Documents or breach thereof shall be settled amicably within 15 days period. If, however, the parties are not able to solve them amicably, the same shall be settled by arbitration in accordance The Arbitration and Conciliation Act 1996, There shall be a sole arbitrator to be appointed by the Bank (PNB) and the award made in pursuance thereof shall be binding on the parties. The Arbitrator/Arbitrators shall give a reasoned award. Any appeal will be subject to the exclusive jurisdiction of courts at Kolkata.

The bidder shall continue work under the Contract during the arbitration proceedings unless otherwise directed in writing by the Bank or unless the matter is such that the work cannot possibly be continued until the decision of the arbitrator or the umpire, as the case may be, obtained. The venue of the arbitration shall be Kolkata. Further, undisputed payment shall be continued during the arbitration proceedings.

28. EXTENSION OF CONTRACT

The contract would be initially for a period of 12 months from the date of commencement of work. The contract may be extended by 12 +12 months on the same rate and same terms & conditions, if both parties desire. if Bank desires and the performance of the firm found satisfactory by Bank authorities. The decision of Bank in this regard shall be final and binding on the contractor.

29. DELINQUENCIES OF CONTRACTORS

The undernoted delinquencies/ defaults/ misconduct/ misdemeanours on the part of bidder or enlisted contract will attract disciplinary action.

- i. Incorrect information about credentials, about his performance, equipment, resources, technical staff etc.
- ii. Non-submission of copies of the fresh / latest Tax Returns / challans etc.
- iii. Irregular tendering practice.
- iv. Submission of tender containing too many arithmetical errors and freak rates.
- v. Revoking a tender without any valid reasons.
- vi. Tardiness in commencing work.
- vii. Poor organization at site & lack of his personal supervision.
- viii. Ignoring Employer's Notices for replacement / rectification of rejected materials, workmanship, staff etc.
- ix. Violating any of the important conditions of contract, i.e. site facilities, insurance, labour laws, ban on subletting etc.
- x. Lack of promptitude and co-operation in measurement of work and settlement of final account.
- xi. Non-submission of vouchers and proofs of purchase etc.
- xii. Tendency towards putting up - false and untenable claims.
- xiii. Tendency towards suspension of work for frivolous reasons.
- xiv. Bad treatment of labour.

- xv. Bad treatment of Sub-Contractors (piece workers) and un-business like dealing with suppliers of materials.
- xvi. Lack of co-operation with nominated Contractors or Employer's Labour.
- xvii. Contractor becoming Bankrupt or insolvent.
- xviii. Contractor's conviction by a court of law.
- xix. Rude and uncourteous behaviour by the staff of contractor.
- xx. Absenteeism of the staff without providing adequate replacements.
- xxi. Pilferage of the consumables / material provided by the Bank.
- xxii. Damage to the premises caused due to the malafide intentions / gross negligence of its staff.
- xxiii. Unauthorised use of Bank's premises.
- xxiv. Indulgence of its staff in criminal / anti-social activities.
- xxv. Contractor's Staff being found under the influence of Alcohol / Narcotics / any other substances that affect cognitive ability / attentiveness.
- xxvi. Contractor's Staff using tobacco products on premises (smoking / chewing tobacco products etc.)
- xxvii. Contractor's staff spitting in the premises or creating unhygienic conditions.

30. DISCIPLINARY ACTION AGAINST (DELINQUENCIES OF) CONTRACTOR.

The award of the under noted disciplinary action shall be considered.

- i. Placing embargo on issue of tenders and temporary suspension from the Employer's approved list.
- ii. Permanent ban on issue of tenders & removal from the Employer's approved list.
- iii. Circulation of the Contractor name to other public Undertaking or Government Department for non- entertainment of this publication for contract work.

31. TERMINATION OF CONTRACT

In the following circumstances/ events the contract will be terminated by the Bank:-

- a) If the Contractor being the company, go into liquidating whether voluntary or compulsory.
- b) Being a firm shall be dissolved.
- c) If the official assignee in insolvency or receiver of the contractor in insolvency, Shall repudiate the contract.
- d) If receiver of the contractor's firm appointed by the court shall be unable to, within 14 days after notice to him requiring him to do so, to show to the reasonable satisfaction of the employer that he is able to carrying out and fulfil the contract and if so required by the employer to give reasonable security therefore.
- e) If the contractor shall suffer execution to be issued, or Excessive delay in execution of order placed by the Bank. shall suffer any payment under this contract to be attached by or on behalf of and of the creditors of the contractor, shall assign, charge or encumber this contract or any payment due or which become due to the contractor here under,
- f) shall neglect or fail to observe and perform all or any of the acts, matters of things by this contract, to be observed and performed by the Contractor within three clear days

after the notice shall have been given to the Contractor in manner hereinafter mentioned requiring the Contractor to observe or perform the same

- g) shall use improper materials or workmanship in carrying on the works or discrepancies / deviations in the agreed processes and/or products
- h) Failure of vendor to complete implementation of appliance within the time as specified in the TENDER document
- i) shall in the opinion of the Employer, not exercise such due diligence and make such due progress as would enable the work to be completed within due time agreed upon, and shall fail to proceed to the satisfaction of the Employer after three clear days' notice requiring the Contractor so to do shall have been given to the Contractor as hereinafter mentioned,
- j) shall abandon the contract then and in any of the said cases, any threat is perceived or observed on the security of Bank's staff / data / property out of any action by the staff deployed by contractor.
- k) Violation of terms & conditions stipulated in this TENDER.
- l) Change in Bank Policy
- m) Unsatisfactory performance of complete solution

The Bank may notwithstanding previous waiver, determine the contract by a notice in writing to the effect as hereinafter mentioned, but without thereby effecting the powers of the employer & the obligations & liabilities of the contractor the whole of which shall continue in force as fully as if the contract, had not been so determined and as if the works subsequently executed had been executed by or on behalf of the contract (without thereby creating any trust in favour of the contractor).

In case the contractor abandons the work, or does not perform the works satisfactorily, or in the case of contravention of any of the terms and conditions of the TENDER or agreement to be entered or change in Bank's Policy, Bank reserves the right to terminate the contract by giving notice of 15 days without assigning any reason whatsoever. After such termination of contract, Bank shall have right and liberty to assign the work to some other competent person.

In case of termination of contract in the above circumstances, security deposit of the contractor shall be forfeited by the Bank and retention money shall be applied for adjusting claims of the Bank arising under this contract or loss/ cost/ charges suffered by the Bank to get the work done through other agency/ firm without prejudice to Bank's right of recovering the balance if any from the contractor through due process of law or/and from pending bill payment

Notwithstanding anything contained herein above, the Bank shall have the right to terminate the Agreement without assigning any reason to the vendor without any consequences

32. PRINCIPAL TO PRINCIPAL RELATIONSHIP

The employees/staff engaged by the successful bidder shall be deemed to be the employees of bidder only, and the Bank shall not be connected with the employment or the terms and conditions thereof in any way. The bidder alone would comply with

the statutory obligations and Labour Regulations/ Rules in this regard. None of the provisions of this Agreement shall be deemed to constitute a partnership or joint venture or employee- employee relationship between the parties hereto, and neither party shall have authority to bind the other except as specifically provided for hereunder. Neither party hereto is the agent of the other nor there a master –servant relationship between the parties. The relationship is on principal to principal basis.

The successful bidder shall be responsible for payments of all statutory dues with respect to each of his personnel/employees engaged by him to render service under this Agreement with respect to each applicable/extant labour law, including, the Minimum Wages Act, 1948, The Payment of Wages Act, 1936, The Payment of Bonus Act, 1965, The Employees' State Insurance Act, 1948, The Payment of Gratuity Act, 1972, The Maternity Benefit Act, 1961, The Employees' Provident Funds and Miscellaneous Provisions Act, 1952, etc. No dues/contributions under any labour legislations as applicable, remain payable with respect to his personnel/employees. The successful bidder shall have no claims whatsoever against the Bank with respect to payment of statutory dues/contributions to his personnel/employees under applicable and future labour legislations.

Bank shall not entertain any claim arising on account of damages, compensation or expenses, etc payable as a result of any accident or injury or/and any mishappening etc, sustained by any workman/employee of the bidder (or any other person whether in the employment of the bidder or not) while in or upon the said works or site of the same, or any claim under the Workman's Compensation Act or any other enactment in force or to be enacted in future The successful bidder shall obtain necessary insurance cover to meet any of the above contingencies.

33. LIMITATION OF LIABILITY

Contractor's aggregate liability under the contract shall be limited to a maximum of the contract value. In the following circumstances limitation of liability shall not apply and the contractor shall be liable for amount of cost, damages, compensation, penalty etc. suffered by the Bank:-

- 33.1 Breach of the confidentiality provisions.
- 33.2 Liability for an infringement of a third party's IPR by contractor and;
- 33.3 Employment liabilities for contractor's staff relating to the period of their employment within **contractual period while working with purchaser Bank** and;
- 33.4 Any other liability that cannot be capped or excluded as a matter of applicable law and imposed by the statutory authority/ government bodies/ court tribunals etc.
- 33.5 Any other breach caused due to the non-performance of the obligations of the contractor under the Agreement.
- 33.6 This limit shall not apply to third party claims.

34. SURVIVAL

The Parties have expressly agreed that any liabilities or obligations set forth in this contract by their nature and content are intended to survive the performance hereof,

shall so survive despite such completion/expiration or termination of this contract.

35. NON EXCLUSIVE CLAUSE

The Successful bidder shall not have any exclusive right to provide the services to the bank. The bank shall be free to engage any other service provided/s or may entrust services similar to the services or any part thereof to any person/s during on/or after the expiry of the service agreement.

36. FORCE MAJEURE

Notwithstanding the above provisions, the successful bidder shall not be liable for penalty or termination for default if and to the extent that it's delay in performance or other failure to perform its obligations under the contract is the result of an event of force majeure. For purposes of this clause, "force majeure" means an event beyond the control of the bidder and not involving the bidders' fault or negligence and not foreseeable. Such events may include, but are not restricted to, war or revolution and epidemics. If a force majeure situation arises, the bidder shall promptly notify the bank in writing of such condition and the cause thereof. Unless otherwise directed by the bank in writing, the bidder shall continue to perform its obligation under the contract as far as is reasonably practical, and shall seek all reasonable alternative means of performance not prevented by the force majeure event.

Provided further that in case of delay of Services due to the Force Majeure, which shall be solely decided by the Bank, the Bank shall not be held liable for non-performance of its obligations under the service agreement and the Bank shall have the right to terminate the Service Agreement without giving any further notice to the Successful bidder. Further, the Bank also reserves the right to assign the work to other without any consequences and claims.

37. CONFIDENTIALITY

The bidder shall not, without the written consent of the Banks, disclose the contract or any provision thereof, any specification, or information furnished by or on behalf of the Banks in connection therewith, to any person(s).

The bidder shall not, without the prior written consent of the Banks, make use of any document or information except for purposes of performing this agreement.

The Bidder shall not, without the prior written consent of the Bank, make use of any document or information except for purposes of performing this agreement.

The Bidder shall take all steps as may be reasonably necessary to protect the integrity of confidential information and to ensure against any unauthorized disclosure thereof.

The Bidder shall use the confidential information only for the purpose for which it was provided and shall not profit from the same in an unauthorized manner.

The Bidder shall provide access of the Confidential Information to its employees only on need to know basis and such employees/ personnel shall be required to enter into a confidentiality agreement which is of no less stricter terms than this Agreement. Even if some bidder's employee leaves the job, he will neither share any information about bank with anybody else nor will he use it for his new job. Bidder shall continue to be responsible for any such act of its ex-employee.

The Bidder shall indemnify Bank against any loss suffered by Bank due to disclosure of confidential information by employee of vendor.

The obligation contained in this clause shall survive after the termination of this agreement for a period of six years.

Confidentiality of customer information should be maintained even after the contract expires or gets terminated.

Confidentiality and Non-disclosure: The Bidder shall not without the consent of Bank make use of any document or information coming in its way while discharging their jobs of bank except for the purpose of performance of this agreement. Bidder will keep all the data, sources and information confidential and will not disclose or release it to any other party. This clause will remain valid even after the termination or expiry of this agreement.

38. INDEMNITY CLAUSE

38.1 Contractor shall indemnify, protect and save the Bank, its directors and employees, and hold them harmless from and defend against all claims, losses, costs, damages, taxes, expenses, action suits and other proceedings, assessments including penalties, punitive damages, (including attorney fees, court costs), relating to or resulting directly or indirectly from any system failure/ anomaly / defect / shortcoming / unintended consequence in services/goods in breach of the terms of this agreement including those imposed under any contract, local or national law or laws, or in respect to all salaries, wages or other compensation to all persons employed by the bidder or bidders in connection with the performance of any system covered by the purchase contract., or infringement by the Contractor / Vendor of any patent, trademarks, copyrights etc. or intellectual property rights vest in a third party, the bidder shall be liable for settling with such third party and paying any license fee, royalty and/ or compensation thereon. or breach of the terms of this agreement or such other statutory infringements in respect of all services rendered / goods provided to fulfill the scope of this Agreement.

38.2 Contractor / Vendor further undertakes to promptly notify PNB in writing any breach of obligation of the Agreement by its employees or representatives including confidentiality obligation and in such an event, PNB will in addition to and without prejudice to any other available remedies be entitled to immediate equitable relief in a Court of competent jurisdiction to protect its interest including injunctive relief.

38.3 Contractor/ Vendor hereby undertakes the responsibility to take all possible measures, at no additional cost, to avoid or rectify any issues which thereby results in non-performance of software/ hardware/ deliverables/goods within reasonable time. Contractor/ Vendor also undertake to co-operate with other Contractors/vendors thereby ensuring expected performance covered under scope of work.”

39. Fill all the attached Form i.e Form FORMS:

A, BIDDERS INFORMATION,

B, REFERENCE LIST

C, COMPLIANCE STATEMENT

D. BID SECURING DECLARATION FORM duly signed & stamped by authorized persons.

BANK

CONTRACTOR

14. BRIEF DETAILS OF THE FIRE FIGHTING SYSTEM INSTALLATIONS (FIXED & PORTATABLE).

The building is comprised of Ground Plus 17th floors and one Basement. The Zonal Office Kolkata of PNB is one of the most prestigious corporate locations in the country. The equipment list is tentative and may be vary to any extent. Any other fire equipment such as panel, extinguishers, hydrant, pumps etc. may installed/added in the Bank building from time to time. The quantity of materials mentioned in the list is tentative. Any material/equipment related to fire alarm and fire-fighting system etc. installed or proposed to be installed by the bank shall also be part of this contract and the bidder has to maintain the same in term of the scope of contract and no extra payment shall be paid on this account.

LIST OF EQUIPMENT/MATERIAL

SLNO	DESCRIPTION OF EQUIPMENT	QUANTITY
1	Electrical Driven Fire pumps.	Not Now
2	Diesel Pump	One Kirloskar Diesel engine (100 HP) 2280 Ltr/ min capacity
4	Main electrical control panel for fire pump	One
5	Fire Tanks	Fire Tank Capacity: 1,32,000 ltr Under ground + 16,000 ltr Overhead tank capacity
7	Risers	Dry Riser -- 2 Hydrant Risers, both side EAST Side & West Side with Low pressure & High Pressure system.
9	Yard Hydrants	16 Nos
10	Fire Hydrant Cabinet	Nos. of yard hydrant, 04 Nos
11	Sprinkler System	Not Now
12	Fire Aid Hose Reel System	22
13	Fire Extinguishers) 2.0 kg CO ₂ - 24Nos i) 4.5 kg CO ₂ - 17Nos ii) 22.5 kg CO ₂ -19 Nos

		v) 5.0 kg ABC Multipurpose – 05 v) 5.0 Kg ABC Modular – 04 vi) 5.0 kg DCP-19 vii) 9Ltr Water -25 viii) Fire Bucket -15
14	Fire Suppression	CO ₂ Base Fire Suppression System in Basement

The quantity of materials mentioned in the list is tentative. Any material/equipment related to fire alarm and fire-fighting system etc. installed or proposed to be installed by the bank shall also be part of this contract and contractor has to maintain the same in term of the scope of contract and no extra payment shall be paid on this account. The scope work includes all floor and basement of Unite tower.

BANK

CONTRACTOR

15. SCOPE OF WORK

A: Scope of Work

1. Broadly the work involves Fire Fighting (in case of fire) fire prevention **operation and maintenance of Firefighting systems** installed at the **PNB United Tower, 11, Hemanta Basu Sarani, B.B.D. Bagh, Kolkata, 700001**. The ultra-building which was completed in 1974 and comprises 01 basements having Currency Chest and locker room, record rooms etc, ground plus 17 floors and terrace. At any time, during working hours, the building has over 15000 people. An elaborate kitchen with cooking arrangements based on LPG is operational with midday meal being cooked for about 1000 people.
2. **Firefighting systems** at the site include equipment and instruments which include, Fire Hydrants, one diesel Firefighting pump, Manual control panel, elaborate layout of fire pipelines, Dry Risers, fire hydrant cabinets and fittings. Various types of Fire extinguishers numbering about 350 are located at various points in the building. The building has HVAC system and Automatic Fire detection and alarm system with Public Address system with a control room at ground floor.

The service provider is expected to ensure that:-

3. Entire firefighting equipment and apparatus is always in functional state, carry out daily, weekly monthly, or Bi-annual maintenance or actuation tests as per agreement, Testing & Maintenance Schedule and Schedule of Quantities. Maintenance suggested in IS 3844, IS 2190, IS 2189, IS15908, IS15105, IS 15683 and all other Indian Standard relevant to firefighting system, fire pumps, fire hydrant, fire sprinkler system, Kitchen Fire Suppression System, fire extinguishers and IS not covered in this documents is also the part of maintenance as per the direction of Bank officials and all related periodic maintenance tasks of the equipment.
4. Any repairs, to keep the systems operational shall be carried out expeditiously on the day any fault/damage is detected.
5. For this, it would be mandatory to have qualified Fire Supervisors (Skilled) at site during shifts duty to firefighting (in case of fire), coordinate and supervise daily inspections of the apparatus and place written report to the Bank's Fire officer/Security Officer located within the building. To ensure that all pumps and pipelines are functional and no leakage / damage is taking place, the requirement of qualified firemen(semi-skilled) in each of the 3 shifts would be required who would be based at the site

3. Minimum Wage Policy

- i. Contractor shall quote the price format, taking into consideration the minimum wages applicable as on last date of submission of bids as notified by central Government for the personnel to be deployed. However, in case of any variation in minimum wages

between last date of submission of bids and one year contract period (after award of work) the same shall be borne by bidder at his own cost. This aspect is to be kept in consideration by bidder while submission of bids.

- ii. The Contractor shall make monthly payment to his workmen deployed to execute this contract such amount which shall in no case be less than what has been mentioned above.
 - iii. Proof of payment of monthly wages and deposit of monthly EPF and ESI contributions through electronic challan receipt(ECR)/Bank challan will be provided by the Contractor to PNB along with Form-6 under ESI Act. Such proof/records will be provided with the bill for the month. Bidder shall ensure that contributions towards EPF & ESIC shall be deposited through separate challans for this contract which will be exclusively for workers deployed in this contract and not for any other contract.
4. **Payment:-** Payment will be made within 15 days from the date of receipt of valid invoice along with following supporting documents:-

S. No.	Details of documents Duly signed and stamped by successful bidder.
1.	Attendance sheet of deployed staff, Properly Checked & Verified by Officer In-charge of Bank.
2.	Wage sheet in Form-B duly signed by individual deployed staff.
3.	Bank statement of individual deployed staff for particular months showing proof of date of transfer of payment and amount of payment.
4.	Proof of amount paid towards ESI (share of individual employee and employer i.e successful bidder).
5.	Proof of amount paid towards EPF (share of individual employee and employer i.e successful bidder).
6.	Copy of weekly/monthly/ bi-monthly/quarterly/half yearly/annual/other services rendered during billing period.
7.	Letter of declaration consisting of compiling of making payment to deployed staff as per minimum wages Act as per Central Govt., deductions towards ESI & EPF as per Govt. rules or any future labor law enactment and, The GST collected from during the month of _____ has been deposited in Govt. Account on _____. The copy of challan is enclosed, list of equipment installed as per tender documents are in fully working conditions and these are not due for servicing. We as a contractor is following all the statutory rules and provisions as required by

	law and indemnify you against all the consequences arising out of this payment.
8.	Copy of other special/ breakdown activity carried out within the billing period.

The Successful bidder will make the payment to staff deployed at PNB United Tower and submit the bill in following format

			Fire Supervisor		Fire Man		
	Particulars	Max no of duties to be performed in a month	Estimated Rate per month	Amount (Rs)	Estimated Rate per month	Amount (Rs)	Total Estimated Cost
	Minimum wages (Basic+VDA) for 26 days per fire technician	26					
	EPF @13%on on (Basic +VDA) for 26 day						
	ESI @3.25% on (Basic +VDA) for 26 day						
	<u>Bonus @8.33%</u> on 7000/-			583.1		583.1	
	Dress		300	300	300	300	
	Proportionate monthly payment for 03 Paid National Holiday 1% of 26 days (Basic +VDA)						
	Service Charge approx.						

	Total (Bill Amount For One 01 person per month						
	Total bill for persons as person as per agreement						
	Total Bill amount						
	CGST 9% + SGST 9%						
	Total of Sr. 8 & Sr. 9						

16. SPECIAL CONDITIONS

1. The successful bidder must co-operate with other bidders appointed by the bank for other work so that entire work shall proceed smoothly with least possible delay and to the satisfaction of the bank.
2. The successful bidder will attend to all defects within the contract period. If the successful bidder fails to attend the defects, these defects will be rectified by the Bank and the expenditure, cost etc. incurred on this account as applicable to the successful bidder's scope will be recovered from security deposit or bill.
3. The successful bidder shall make adequate arrangement for watch and ward of his material (if any) and shall ensure the safety, breakage and any theft of material fixed or unfixed by him. The work executed should be got approved by the Bank and the successful bidder shall rectify any bad workmanship pointed out at any stage.
4. The successful bidder will take necessary precautions for carrying out the work without disturbing the office function, avoiding any damage to structures/decorative parts of the property including equipment's/ furniture/false ceiling installed. The successful bidder will rectify any damage done at his cost otherwise Bank may recover the damage from security deposit or bill.
5. The entire system including fire control room etc. shall be kept perfectly in running condition/order without any fire incidence at all times (during day and night) and all works assigned under this contract shall be duly performed by the successful bidder.
6. The successful bidder is bound to do all such jobs required for maintaining the building uninterruptedly, smooth functioning and they should keep the all Fire system of the building in intact position.
7. The successful bidder shall be responsible for coordinating with any agency for the work and for keeping up the system uninterruptedly.
8. The successful bidder shall coordinate/liaison with local fire service officials. In case of any problem faced by the Bank i.e. NOC of building, fire incident report etc.
9. The successful bidder will ensure that at no time there is any violation or infringement of any rules and regulations of the bye-laws of West Bengal Fire & Emergency Services.
10. The successful bidder shall enter into an agreement with the bank and necessary stamp papers shall be submitted to the bank within 14 days of the award of the work and quarterly maintenance of fire extinguishers installed at PNB House (eUBI MD House) is also the part of this contract.

11. STAFF DEPLOYED BY THE SUCCESSFUL BIDDER

The successful bidder shall deploy technically qualified and competent persons 24X7 detailed as under:

1. Fire Supervisor & Fireman should be of Age Group between 20-50years.
2. Should be able to reach at 17th floor of PNB United Tower from ground floor quickly through Staircases (Medical Fitness Certificate Signed by certified Medical Officer is to be Submitted by the successful Bidder)
3. Supervisor (5 years experience in this field of fire fighting system, having one year diploma in Fire Fighting) 12th Pass with Fire Aid Course able to do fire fighting at handling casualty in high rise building, ensure the smooth functioning of the system and able to operate & monitor & maintenance of wet risers, Hydrant & sprinkler system, water curtain system, fire fighting pumps, fire suppression system and their control panel, Fire Extinguishers, Fire Safety Signage etc rectify the defects in system if any.

11.2: Qualitative Requirement: Fireman

- a) Eligibility: The Fireman must have minimum qualification of 10th pass and have 6 month's certificate/diploma course in fire safety from a recognized institution. Documentary proof is to be enclosed before deployment. The Fireman should have experience of at least 03 years as fireman in high rise building (Experience certificate to be enclosed).
- b) Skills Required- Fireman must possess the following job skills:-
 - (i) Physically fit and able to do firefighting at high rise
 - (ii) Operation and Maintenance of fire extinguishers. Fire Fighting system.
 - (iii) Operation and Maintenance of fire hydrant, Sprinkler System, Water Curtain System, hose reel & its accessories.
 - (iv) Operating & Maintenance of the fire pumps (including DG engine), its fittings & accessories.
 - (v) Operation & Periodic Maintenance of Kitchen Fire Suppression System.
 - (vi) Monitoring & periodic maintenance of Pressurization System of the Building & Fire Smoke ventilation system of the building.
 - (vii) Operation & monitoring of Fire Dampers and its accessories in the building.
 - (viii) Maintaining of records of fire system.
 - (ix) Maintaining the log book of each shift.
 - (x) Able to operation & monitor and day to day maintenance of Gas Flooding system of Server Room.
 - (xi) Emergency response & fire fighting in case of fire emergency.

The Final Selection of suitable Fire Supervisors & Firemen for deployment at PNB United Tower will be done by Bank's Fire Officer/Security Officer

11.3. Miscellaneous-

I. The successful bidder shall provide 2 sets of Uniform (one set winter and one set summer), including Identity Card of respective company with safety shoes, Personal Protective Equipment (gloves, dust mask, goggles, firemen helmet etc.) and Tools for cleaning and maintenance to the fireman.

II. Supervisors & Fireman will not perform the duties more than 8 hours at a time and suitable reliever to be provided if required. Moreover as and if the fireman fails to report for any shift a substitute shall be provided by the successful bidder, in any event fire man on duty shall not leave without being substituted. Substituted fireman should have knowledge of firefighting system installed in this building.

III. Police Verification is must before deployment (to be got done by the successful bidder and proof should be submitted to the bank.)

IV. Suitability of the candidate shall be assessed by bank both verbally and practically/physically before deployment in the shift.

V. All the manpower shall undergo training from the Systems Integrator for at least 15 working days on the working of the equipment at the cost of vendor. Training should also cover Dos & Don'ts and will be trained on Standard Operating Procedures (SOPs) as provided by the Bank.

VI. Before deployment of staff by successful bidder, he will submit the following to the Fire Officer/Security Officer of the Bank

i. Request letter on letter head for making entry gate pass / work permit along with list of man power is to be deployed with mobile nos.

ii. Police verification.

iii. Two sets of Uniform (one set winter and one set summer) with safety shoes.

iv. 03 nos. passport size photos

v. Attested photo copy of educational qualification

vi. Attested photo copy of technical qualifications.

vii. Attested photo copy of experience certificate.

viii. Personal Protective Equipment (gloves, dust mask, goggles, firemen helmet etc.)

ix. Tools for cleaning and maintenance of firemen

x. Identity Card issued from Company of successful Bidder

xi. First Aid box with kit and Bank account details.

xii. Attested photo copy of one of the I.D. proofs.

11.3 Daily attendance record must be maintained by the successful bidder of each staff

and the same should be produced before the Dept. In-charge.

- 11.4 If at any stage additional Fire Supervisor, Firemen service (over and above manpower requirement mentioned in tender document are required by the bank, it will be arranged by the successful bidder. The bank shall be paying additional labor charges including conveyance @ minimum wages policy of Central Govt.
- 11.5 The successful bidder shall arrange demonstration/testing and training of bank's staff at site in use of Firefighting systems installed at site without extra cost to bank. This demonstration /testing and training shall be done as and when directed/ instructed by bank. The successful bidder shall assist in conducting the mock drill or any inspection done by authorities.
- 11.6 If any system fails due to negligence on the part of the successful bidder as assessed by the bank and any loss to the bank occurs the same shall be recovered from the bidder from Security Deposit/pending bill.
- 11.7 The above are general check-lists and test requirements etc. The successful bidder shall be bound to undertake any other check/test which is considered necessary for efficient functioning of equipment/systems, whether included in above schedule or not. He shall not claim any extra charge for such work.

12 Penalty Clause

- a. On receipt of verbal / written complaint of emergency equipment must be attended with 4 hrs of lodge of complaints, failing to which, penalty of Rs.200/- for delay of every 1 hour per complaint and maximum up to Rs.2,000/- will be imposed.
- b. If the successful bidder fails to maintain required number of manpower, bank is empowered to deduct as penalty at the rates indicated below from their monthly bill, beside deducting the wages of absenting staff:
 - i) Fire Men/Operators at Rs.600/-per day/shift/person.
 - ii) Fire Supervisor at Rs.750/- per day/shift/person
- c. Rs. 300 penalty for all late comers per head for a day, if they are late by 30 minutes to 02 Hrs and above 02 hrs absent will be marked.
- d. In case the person on duty found sleeping will be fined Rs.500 per service / per head. Amounts will be deducted from the bidder's current monthly bill.
- e. Non-wearing of uniforms, shoe shall attract a fine of Rs. 300 per service / per head. 02 nos. sets, Uniforms must be provided by the successful bidder before deployment of staff at site.
- f. Payment of monthly bill will be done only after receiving of duly filled and stamped" Monthly Maintenance & Testing Report" by the successful bidder and verified by the bank's official.

I. BIDDERS INFORMATION

Sr.No.	Documents	Compliance (Attached)	Copy Attachment at Page No.
1.	The bidder should be incorporated in India and should have documentary evidence. (Enclose Registration Certificate)	Yes/No	
2.	Name of company / firm/ organization : (a) Regd. Address : (b) Correspondence Address: (c) Contact No: Landline (Office) (Mobile), Name of holder (d) Active Email ID :		
3	Year of establishment and incorporation		
4	Name of Directors / Partners / Promoter(s)/ Proprietor of the firm/company etc. with (Active Contact number and Email ID)		
5	Name of person(s) authorized to conduct business along with mobile, telephone, and email address		
6.	CA Certificate indicating clearly the average annual turnover during the last 3 years (a) 2018-19 (b) 2019-20 (c) 2020-21	Yes/No	
7.	Experience of having successfully completed similar works(Operation & Maintenance of Fire Fighting systems in multi storied high rise buildings making use of modern fire fighting systems to include Fire Hydrants, Sprinkler system and automatically operated pumps systems as listed in the Tender document in the last 7 years ending 31.10.2021 (Between 01.05.2014 to 31.10.2021) should be any of the following:	Yes/No	

	<p>(a) Three similar completed works, each amount not less than to Rs 1640000/- (equal to 40% of Tender estimated cost)</p> <p>(i)</p> <p>(ii)</p> <p>(iii)</p> <p>O</p> <p>R</p> <p>(b) Two similar completed works each amount not less than to Rs 2050000/- (equal to 50 %. of Tender estimated cost)</p> <p>(I)</p> <p>(II)</p> <p>OR</p> <p>(c) One similar completed work amount not less than to Rs 3280000/- (equal to 80% of Tender estimated cost)</p> <p>(i)</p>		
8.	<p>Documentary evidence of having executed similar works during the last 7 years ending May 31, 2020 (Between 01.05.2014 to 31.10.2021) along with letter of satisfactory performance from the client (as related to Point No. 7).</p> <p>(a) Copy of Work Order (with Bill of Quantities) clearly indicating rate(s) or amount of work in a year (year wise or collectively)</p> <p>(b) Completion Certificate / Satisfactory Performance Certificate with respect to above mentioned work/ service(s) year wise or collectively</p>	Yes/No	
9.	<p>Audited Balance Sheet along with Profit & Loss statement for the last 3 years i.e.</p> <p>(a) 2018-19</p> <p>(b) 2019-20</p> <p>(c) 2020-21</p>	Yes/No	

10.	Documentary evidence in respect of service setup/established office at Kolkata (May be visited by PNB). Provide address, landline telephone and details of highest executive at the office	Yes/No	
11.	The bidder company should have a valid (Attested copies need to be attached) (a) ESI Regn Cert (b) EPFO Regn Cert (c) PAN Card (d) GST registration certificate	Yes/No	
12	Authority letter/Power of attorney duly notarized /Board resolution for the person signing on behalf of firm /company	Yes/No	

:

Signature

Name

Designation

Contact no

Place:

Date:

II. REFERENCE LIST

PROFORMA FOR PERFORMANCE STATEMENT

NAME OF BID

Sr.No	Name of Organization	No of Sites Connected	Duration of Contract	Contract Amount	Date of Order	Contact Person and Telephone no.	Whether services satisfactory? (Attach certificate from customer)*

Signature and Seal of Bidder

NOTE:

- Bidder to provide relevant certificates from the above mentioned organizations.
- The name and address of the organization along with key persons, their designation, telephone no. and email address should be provided.

* Satisfactory completion and performance certificate from the client for satisfactory execution of similar work as defined in eligibility criteria.

III. COMPLIANCE STATEMENT

DECLARATION:

Please note that any deviations mentioned elsewhere in the bid will not be considered and evaluated by the Bank. Bank reserve the right to reject the bid, if bid not submitted in proper format as per Tender Document.

Compliance	Description	Compliance (Yes/No)
Terms and Conditions	We hereby undertake and agree to abide by all the terms and conditions including all annexure, corrigendum(s) etc. stipulated by the Bank in this Tender Document. (Any deviation may result in disqualification of bids).	

Signature:

Seal of company

IV. BID SECURING DECLARATION FORM

**Chief Manager,
GAD/SEC, Zonal Office,
PNB United Tower,
11, Hemanta Basu Sarani,
B.B.D. Bagh, Kolkata, 700001.**

Dear Sir,

Reg: Service Providers for Firemen and Annual Maintenance & Operation of Fire Fighting Equipment at PNB United Tower, 11, Hemanta Basu Sarani, B.B.D. Bagh, Kolkata, 700001”

I/We. The undersigned, declare that:

I/We understand that, according to your conditions, bids must be supported by a Bid Securing Declaration.

I/We accept that I/We may be disqualified from bidding for any contract with you for a period of one year from the date of notification if I am /We are in a breach of any obligation under the bid conditions, because I/We

a) have withdrawn/modified/amended, impairs or derogates from the tender, my/our Bid during the period of bid validity specified in the form of Bid; or

b) Having been notified of the acceptance of our Bid by the purchaser during the period of bid validity

(i) fail or refuse to execute the contract, if required, Or

(ii) Fail or refuse to furnish the Performance Security, in accordance with the Instructions to Bidders.

I/We understand this Bid Securing Declaration shall cease to be valid if I am/we are not the successful Bidder, upon the earlier of

(i) the receipt of your notification of the name of the successful Bidder; Or

(ii) thirty days after the expiration of the validity of my/our Bid.

We know that if we are a Joint Venture/Partnership firm, Bid Securing Declaration should be in the name of the JV/Partnership firm submitting the bid. If the JV (is not legally constituted at the time of bidding)/ In the case of Partnership, the Bid securing Declaration will be signed by all the partners named in the JV Agreement/Partnership deed for and on behalf of the JV/partnership firm.

Signed: (insert signature of person whose name and capacity are shown)

in the capacity of (insert legal capacity of person signing the Bid Securing Declaration) Name: (insert complete name of person signing the Bid Securing Declaration)

Duly authorized to sign the bid for an on behalf of (insert complete name of Bidder)

Dated on ____ day of _____ for Bid/Tender No.....

PART B – COMMERCIAL BID

S. No.	Description of work	Unit	Qty	Rate per month in ₹	Amount for 12 months in ₹
1.	<p>Annual Services Charges:</p> <p>For</p> <p>Service Providers for Firemen and Annual Maintenance & Operation of Fire Fighting Equipment at PNB United Tower, 11, Hemanta Basu Sarani, B.B.D. Bagh,Kolkata, 700001provided as per scope of work, terms & conditions and Manpower requirements mentioned in tender document.</p>	Month	12	<p>The rate is to be filled in online tender only.</p>	
	<p>TOTAL: The rate is to be filled in online tender only.</p>				

EPF and ESI contributions paid to the workmen shall be paid extra on actual basis on submission of requisite documents. No Contractor's Profit shall be admissible/Payable on such contributions.

GST will be paid extra as per applicable rates as per Govt Guidelines.

Name and signatures of the
contractor with seal

Place:

Date: